



VENDOR AGREEMENT

Arts in the Parks program is created with family in mind to allow local artists to come out to Rob Fleming Park in the Village of Creekside Park to exhibit their art, whether it is unique woodwork, painting, crafts, or jewelry, all aspects of the visual arts are welcome. Spectators are able to purchase fine and original work produced by these local artists. The fall 2016 edition of Arts in the Park will feature a live theatrical performance of *A Midsummer Night's Dream* at dusk with music by The Woodlands Symphony Orchestra.

This event is free for the public.

DATE

- Saturday, September 17, 2016 from 2 to 6 p.m. with theater performance at dusk.
- **No rain date or refund for cancellation due to weather.**
The \$50 Vendor Fee is utilized to offset event production costs (Sound, Entertainment, Event Supplies, Staffing, etc.) Majority of these costs are incurred regardless of whether or not the event is cancelled. This fee is very competitive in comparison to other local festivals/events, given that Arts in the Park has become a well-established community event. Cancellation will occur only with careful consideration after having evaluated every feasible option.

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VENDOR FEE

- \$50 Vendor Fee
- The Woodlands Township Parks and Recreation will provide you ("Vendor") with the following:
 - One (1) 10' x 10' Tent
 - One (1) Table
 - Two (2) Chairs

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VENDOR DETAILS

- All items at booth must be original work produced by that artist.
- Artists must be at least 18 years of age or accompanied by an adult.
- All works must be original creation of the artist and produced by the artist.
- Photography is acceptable.
- No Agents.
- Unacceptable to the show: Dealers, middlemen, manufactured items, work other than that produced by the exhibitor. This is a show for artists and not a show for commercialism or dealers. FINAL INTERPRETATION OF COMMERCIAL STATUS WILL BE MADE BY THE ARTS IN THE PARK EVENT ORGANIZERS.
- This is a **family oriented show**. Please keep this in mind when you are choosing work to be displayed.
- Smoking is strongly discouraged, but allowed no less than 30' away from booth area.
- Unlawful drug/alcohol possession will not be tolerated.
- Vendors may not begin breakdown before 6:00 PM. Vendors are responsible for removing their own boxes, trash and refuse from Rob Fleming Park, and leaving their preparation area/parking area as found **no later than 7:30 PM** due to theater performance beginning at dusk.
- All applicants must submit a brief description of work and a clear color snap shot that best represents your work. This image can be emailed to lmiller@thewoodlandstowship-tx.gov or mailed to:

The Woodlands Township Parks and Recreation Department
Attn: Lauren Miller
2801 Technology Forest Blvd.
The Woodlands, TX 77381
- Artists violating the rules of Arts in the Park will be asked to leave and are ineligible for readmission to future events.
- Exhibitor space is limited. Booth space held ONLY after payment of Vendor Fee.
- The Township reserves the right to change policies and procedures at any time.

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SET UP & PARKING

- All spaces are approximately 10' x 10' and are pre-assigned.
- No electricity available. Gas generators are not allowed.
- Event is held outdoors in a grass park. Exhibitor must be able to set up booth space on grass.
- An informational email will be sent the Tuesday prior to the Arts in the Park date.
- Exhibitors will be expected to be completely set up by 1:30 PM.
- Exhibitor may load and unload car in front of The Lodge. One (1) car per booth will be permitted to park in lot adjacent to Rob Fleming Park. Additional parking nearby.
- Exhibitor may provide additional display racks, tables, etc. for his or her work.
- Exhibitor will be responsible for transporting his or her artwork to booth space. Bringing a dolly or cart is HIGHLY recommended.

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TERMS OF AGREEMENT & VENDOR ACKNOWLEDGEMENT

CONSIDERATION

In consideration of Vendor's Agreement to [pay a fee of (\$_____) cash to the Township ("Vendor Fee")]/provide the services and/or products described above, the Township grants Vendor a non-exclusive right and license to engage in certain advertising and promotional activities in connection with the Event. Vendor agrees to pay the Vendor Fee to the Township by the specified deadline as outlined by the Township. Any amounts due from Vendor but unpaid, if any, will accrue interest at the maximum rate of interest allowed by law. Should it be necessary for the Township to refer any unpaid fees to an attorney for collection, Vendor hereby agrees to pay all costs of collection, including reasonable attorneys' fees, whether or not suit is brought. The Vendor Fee is shall not be refunded or returned by the Township on account of cancellation of the Event for any reason whatsoever, including without limitation, force majeure.

TERMINATION

This Agreement may be terminated by: (a) automatic termination in the event that the Vendor Fee is not received on time according to this agreement, or in the event the Township fails to obtain necessary permitting or authorization for the Event; or (b) optional termination at the sole discretion of the Township. In the event of termination, the parties shall have no further obligations under this agreement.

LEGAL COMPLIANCE

All of Vendor's rights are subject to any federal, state, and local laws and ordinances applicable to and during the Event. Vendor agrees to comply with all such laws and ordinances, as well as any rules or regulations required by the Township or previously provided to Vendor.

INDEMNITY

VENDOR AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE WOODLANDS TOWNSHIP AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, LOSSES, DEMANDS, DAMAGES, LIABILITIES, COSTS, AND REASONABLE EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, THAT RELATE TO OR RESULT FROM VENDOR'S PARTICIPATION IN THE EVENT, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY OR PROPERTY DAMAGE, WHICH ARE DUE TO VENDOR'S (OR ANY OF VENDOR'S REPRESENTATIVES AT THE EVENT) NEGLIGENCE OR WILLFUL MISCONDUCT.

LIABILITY

In no event, shall The Woodlands Township, nor their representatives, contractors, nor corporate sponsors of the Event be responsible for any injury, loss nor damage that may occur to the Vendor's employees, agents, contractors, representatives, or property from any cause whatsoever. It is the Vendor's responsibility to protect machinery, perishables, and exhibits so that no injury will result to the public visitors, guests, or persons, or property. If property does not appear to be properly maintained, it will be promptly withdrawn from the Event site. All property of the Vendor is understood to remain in Vendor's care, custody and control in transit to, from, or within the confines of the Event area. The Vendors, on signing the Agreement expressly release, hold, keep, save harmless and indemnify the foregoing persons and entities, named organizations and committees, and individuals from and against all claims for such a loss, damage, or injury.

VENDOR _____

NAME (PLEASE PRINT) _____

SIGNATURE _____



VENDOR SUBMISSION FORM

Please send submission form, and photos of artwork, to lmiller@thewoodlandstownship-tx.gov, or mail to:

The Woodlands Township Parks and Recreation Department
Attn: Lauren Miller
2801 Technology Forest Blvd.
The Woodlands, TX 77381

(Please type or print neatly. All sections of the Vendor Agreement must be initialed as specified to acknowledge that Vendor has read and acknowledges the terms of this Agreement.)

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ EMAIL _____

TAX ID# _____

Art Medium

Please attach a snap shot that best represents your work.

Oils and Acrylics _____ Graphics _____ Sculpture _____ Pottery _____ Watercolors _____

Drawings _____ Photography _____ Food Items _____ Woodwork _____ Jewelry _____ Crochet _____

Clothing & Accessories (Adult) _____ Clothing & Accessories (Children) _____ Other _____

(If other, please describe) _____

Booth Fee*:

\$50 – Vendors will be supplied with a 10' x 10' Tent (1), 8' Table (1) & Chairs (2).

Booth fees can be made by check, payable to The Woodlands Township,
or credit card by calling Erika, at 281-210-3944, or Kimberly, at 281-210-3493.

***Please do not send payment until you have been approved as a vendor.**